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5 WILLIAM L. DARBY, ESQ.
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8 Local Counsel Defendant Primaris Airlines, Inc.

9
10 **UNITED STATES DISTRICT COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**

12 TRANS-PACIFIC AVIATION SERVICES,
13 INC., a California Corporation;

14 Plaintiff,

15 vs.

16 PRIMARIS AIRLINES, INC., a Nevada
Corporation, and DOES I through 100,
17 inclusive,

18 Defendants.

19 PRIMARIS AIRLINES, INC., a Nevada
20 Corporation,

21 Counter Claimant,

22 vs.

23 TRANS-PACIFIC AVIATION SERVICES,
INC., a California Corporation, DOES I
24 through 10, and ROE Business Entities 1
through 10,

25 Counter-Defendants.
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CASE NO. c 08-00139 JCS

**MOTION TO WITHDRAW AS COUNSEL
OF RECORD**

1 COMES NOW, DUSTIN A. JOHNSON, ESQ. and the law offices of ALBRIGHT,
2 STODDARD, WARNICK & ALBRIGHT, attorneys of record for Defendant/Counterclaimant
3 PRIMARIS AIRLINES, INC., a Nevada Corporation, and hereby files the instant motion to
4 withdraw as counsel.

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6 This Motion is based on the pleadings and papers on file herein, the attached Memorandum
7 of Points and Authorities, the affidavit of DUSTIN A. JOHNSON, ESQ., and any argument the
8 Court may entertain at any hearing of this matter.

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10 **POINTS AND AUTHORITIES**

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12 Counsel for PRIMARIS AIRLINES, INC. (hereinafter "Primaris") and local counsel for
13 Primaris hereby seeks an order allowing them to withdraw from representing Primaris in the instant
14 matter. This motion is brought due to a breakdown in communication between Counsel and
15 Primaris and Primaris' failure to pay for legal services rendered by Counsel. Due to these two
16 issues, there has been a breakdown in the attorney-client relationship, which prohibits counsel from
17 adequately representing Primaris. Primaris has sufficient time to hire new counsel to represent it in
18 this matter; since little discovery has taken place and the matter has not been set for trial. Pursuant
19 to the above, Counsel seeks an order from this Court allowing the undersigned and the law firm of
20 ALBRIGHT, STODDARD, WARNICK & ALBRIGHT to withdraw from representing Primaris
21 due to a clear breakdown in the attorney-client relationship.

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24 Based on the foregoing, counsel respectfully requests that this Court allow him and the law
25 firm of ALBRIGHT, STODDARD, WARNICK & ALBRIGHT to withdraw from representing
26 Primaris in the instant case.

CONCLUSION

Based on the foregoing, Dustin A. Johnson, Esq. and the law firm of ALBRIGHT, STODDARD, WARNICK & ALBRIGHT respectfully requests that this Court grant this Motion to Withdraw as Counsel for Primaris.

DATED this 26 day of June, 2008.

**ALBRIGHT, STODDARD, WARNICK
& ALBRIGHT**

By: 
DUSTIN A. JOHNSON, ESQ.

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AFFIDAVIT OF DUSTIN A. JOHNSON, ESQ

STATE OF NEVADA)
) SS:
COUNTY OF CLARK)

I, DUSTIN A. JOHNSON, ESQ., having been duly sworn on oath, deposes and states as follows:

1. That I am a licensed attorney practicing law in the State of Nevada and that I currently represent the Plaintiff, PRIMARIS AIRLINES, INC., as counsel, in the above-entitled case under pro hac vice admission.

2. That I have personal knowledge of the facts contained in this Affidavit and am competent to testify as to those facts.

3. That the law firm of ALBRIGHT, STODDARD, WARNICK & ALBRIGHT was retained to represent Primaris in this matter, as well as local counsel William C. Darby of Wulfberg, Reese, Colvis & Firstman.

4. Affiant feels that there has been a breakdown in the attorney-client relationship to the point that Affiant and his firm cannot assist Primaris or communicate with Primaris to the level required to effectively represent them in the above-entitled case.


5. This case is in the beginning phases of litigation, allowing Primaris ample opportunity to find new counsel.


6. That Primaris has also failed to abide by its Fee Agreement entered into with Albright, Stoddard, Warnick & Albright, further justifying the firms withdrawal as counsel of record.

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DUSTIN A. JOHNSON, ESQ.


NOTARY PUBLIC in and for
said county and state

